

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re
CIRCUIT CITY STORES, INC., et al.,
Debtors.

Chapter 11
Case No. 08-35653 (KRH)
Jointly Administered

**DECLARATION OF ELIZABETH SUMMERER IN SUPPORT OF
RESPONSE OF CATELLUS OPERATING LIMITED
PARTNERSHIP TO LIQUIDATING TRUSTEE'S
SEVENTEENTH OMNIBUS OBJECTION
TO LANDLORD CLAIMS
(Claim No. 12328)**

I, Elizabeth Summerer, do hereby declare:

1. I am a Property Manager for ProLogis in El Segundo, California.

ProLogis is the parent company for Catellus Operating Limited Partnership (hereinafter "Catellus") which owned and operates the real property located at 501 South Cheryl Lane, City of Industry, California in which Circuit City operated a warehouse and distribution center (hereinafter, the "Premises"). During all relevant times, I was the Property Manager for the Premises and am familiar with the matters set forth herein and if called upon could competently testify thereto.

2. The lease of the Premises was originally made between Circuit City Stores, Inc. and Catellus Development Corporation, a Delaware corporation. Sometime thereafter, Catellus Operating Limited Partnership, a Delaware limited partnership acquired Catellus Development Corporation and is the successor-in-interest of Catellus Development Corporation.

3. At the time of the filing of the Circuit City bankruptcy petition in November of 2008, Circuit City was in arrears under its lease in the sum of \$251,727.33. As set forth in the Proof of Claim, this consisted of November 2008 base rent of \$197,582 and CAM, insurance, property tax and utilities for the month of November 2008 of \$54,145.33.

4. In addition to the rent arrearages, Catellus suffered additional damages as a result of breaches of the lease by Circuit City.

5. Under the terms of the lease, Circuit City was responsible for ongoing repairs and maintenance of the premises including but not limited to repairs to the skylights and roof and maintenance of the exterior of the building.

6. Prior to the filing of the petition, Catellus notified Circuit City of its responsibility for the roof and skylight repairs and for the painting of the exterior building. A copy of a letter to Circuit City from ProLogis advising Circuit City of their requirements to maintain or replace the roof on the Premises, along with a report of the necessity and cost of the repairs to the roof is attached as Exhibit "A".

7. Prior to submitting the Proof of Claim, Catellus obtained estimates for the roof and skylight replacement as well as exterior painting that was required to maintain the building totaling \$1,698,400.

8. Further, under the terms of the Lease, Circuit City was obligated to return the Premises to Catellus in the same condition as when received, ordinary wear and tear excepted. Circuit City did not take the necessary actions to restore the Premises and abandoned certain personal property and fixtures at the Premises. In addition, Circuit City caused damage to the Premises in the course of removing items from the Premises that had to be repaired. At the time of the filing of the Proof of Claim, Catellus estimated that the amount to remedy the breaches by Circuit City with respect to repair and clean-up of the Premises was \$132,222.

9. Since the filing of the Proof of Claim, ProLogis, on behalf of Catellus, has

completed the restoration of the building as required. The total actual cost for the restoration was \$1,615,273.05, which was approximately \$215,349.85 less than the estimated cost of repairs and deferred maintenance in the Debtor's Proof of Claim. Attached hereto as Exhibits "B" is a spread sheet that I prepared that compares the estimates set out in the Proof of Claim against the actual costs of the repairs made that were either the responsibility of Circuit City to maintain or due to clean-up and damage to the property as a result of Circuit City's vacating the building. Catellus will produce upon request all invoices, contracts and proof of payment for the items set forth in the spreadsheet.

10. The originals of all of the foregoing Exhibits are contained in the business records of ProLogis in its offices in El Segundo, California.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 31 day of March, 2011 at El Segundo, California.



Elizabeth A. Summerer

EXHIBIT A
To
Summerer
Declaration

COPY

September 26, 2008

Mr. Jacques L. Molaison
CIRCUIT CITY STORES, INC.
9950 Mayland Drive
Richmond, VA 23233

RE: Circuit City #379 - Roof, 501 S. Cheryl Lane, City of Industry, CA

Dear Mr. Molaison:

Thank you for your letter dated September 22, 2008 regarding the roof replacement for Circuit City at the above address. We have reviewed the lease dated September 19, 1990 between Circuit City and Catellus Development and we do agree that the roof is near the end of its serviceable life. We have asked Circuit City to complete this roof work per the lease agreement on several occasions. Please note that the replacement mentioned in the roof inspection that you have provided us from North American Roofing is a "Roof Membrane" replacement only and is not considered a structural replacement.

If you review all of section 7.4 of the lease you will see that 7.4(a) only pertains to the structural integrity of the roof; the lease language states "Landlord Maintenance. Notwithstanding any other provisions of this Lease, Landlord shall maintain in a structurally sound and safe condition and repair during the term of this Lease, the structural components of the Building, including, but not limited to, the structural components of the roof, the roof deck, the foundation, concrete slab". This section of the lease does not imply that the landlord is to maintain the roof membrane or that we are responsible for anything related to the maintenance, it only refers to the structural components of the roof. Section 7.4(b) maintains that the Landlord shall warrant the roof for the first 10 years of the lease term, which such warranty expired on August 31, 2000; thereafter it is the responsibility of the tenant to maintain the roof and roof membrane. Per the lease section 7.4(b) it states "Landlord warrants that the roof, including the roof deck and all structural components, shall remain free of defects and watertight for a period of ten (10) years following the commencement date. Landlord shall arrange with such reputable company as is reasonably acceptable to Tenant (the "Inspection Company), and Tenant shall pay for annual inspections of the roof. Tenant shall be responsible for and pay for any preventative maintenance customary in the industry for the type of roof installed on the Building and required to be performed to the roof membrane to the recommendations of the Inspection Company." In this section of the lease it specifically states that the tenant shall be responsible for and pay for any preventative maintenance which relates to the roof membrane, it also states that after the

10 years has expired the Landlord no longer warrants the roof and is no longer responsible to maintain the roof as watertight.

I have attached a letter from Mark Curry, the roof consultant for West Coast Roof Consultants, which states what kind of roof is currently on the building, what is considered a structural element of the roof and why the roof membrane is not considered part of the structural element of the roof deck.

We very much appreciate having Circuit City as a valued Prologis customer, and look forward to assisting Circuit City with roof replacement specifications, contractor referrals, and the bidding process to enable Circuit City to fulfill its roof membrane obligations in accordance with the lease.

Should you have any questions please contact me at 310-416-8673.

Sincerely,

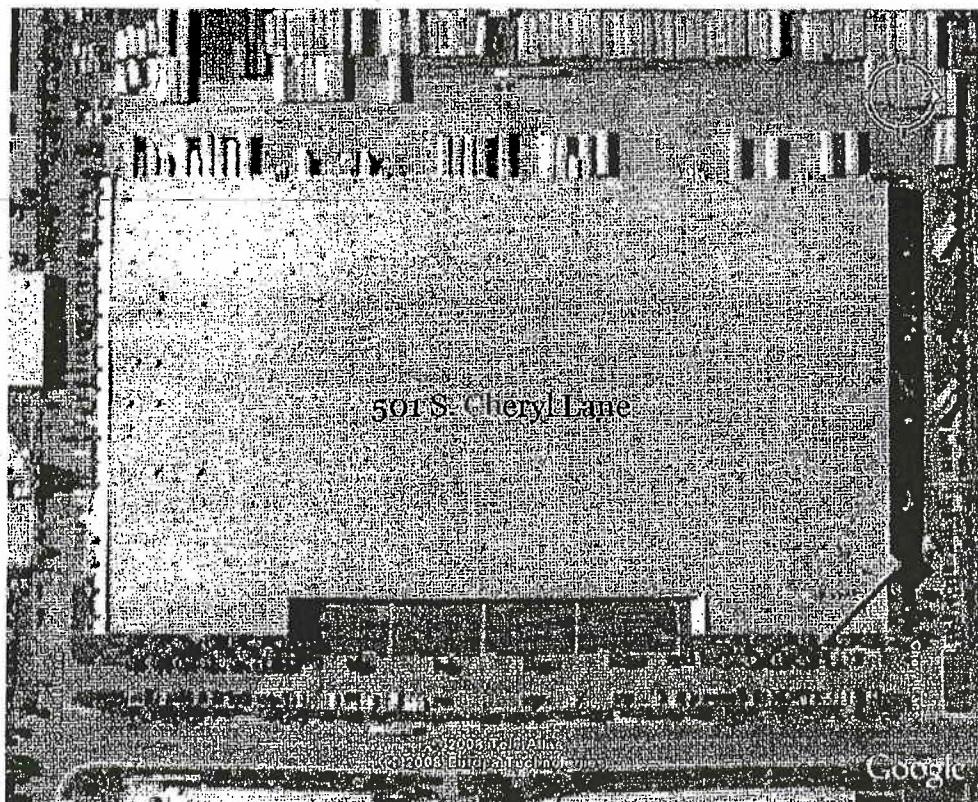
Prologis

Ann Nelson
Senior Property Manager

cc: Pat Maloney
Charla Rios



2008 ROOF EVALUATION SURVEY



Client:

ProLogis
841 Apollo Street, Suite 350
El Segundo, CA 90245

Project:

Industry Distribution Center #6
LAX01506 – 501 S. Cheryl Lane
City of Industry, CA

ProLogis
Roof Evaluation Survey

Industry Distribution Center #6
LAX01506 - 501 S. Cheryl Lane

ROOF EVALUATION SURVEY

Property Name: Industry Distribution Center #6
LAX#/Building Address: LAX01506 - 501 S. Cheryl Lane
City/State: City of Industry, CA

Consultant: Mike Bart
Date of Inspection: February 7, 2008

Size: 451,963 S.F.
Year Built: Unknown
Year Last Roofed: Unknown
Life Expectancy: 0 - 2 Years
Of Skylights/Manuf.: 288 / Bristolite
Contractor: Unknown **Cont. Warranty Expires:** N/A
Manufacturer: Unknown **Manuf. Warranty Expires:** N/A
Access: Interior ladder and roof hatch (see security).
Drainage: Primary and overflow roof drains, and primary through wall scuppers.
Reported Leaks: Unknown

Roof System Description:

The roof system consists of a mineral surfaced fiberglass cap sheet over one ply of fiberglass felt, both of which were set in hot asphalt over a fiberglass base sheet, which is mechanically attached into the plywood substrate. Mineral surfaced SBS modified bitumen was used at the base and wall flashings.

Executive Summary:

The overall condition of this roof is poor. No test cut was necessary this year to determine the condition of the membrane. This roof has reached the end of its cost effective serviceable life and should be scheduled for replacement in 2009. Only repairs to deficiencies that may leak should be performed until time of roof replacement.

ProLogis
Roof Evaluation Survey

Industry Distribution Center #6
LAX01506 - 501 S. Cheryl Lane

Deficiencies/Recommendations:

Membrane/Surfacing

Deficiency: Ridges in the roof system.

Photo #: None

Recommendation: Monitor for potential fractures.

Base/Wall Flashing

Deficiency: Splitting mastic on top of parapet walls at corner and panel joints.

Photo #: 2

Recommendation: Three-course with woven glass fabric embedded into and covered with flashing grade modified roof cement.

Deficiency: Splitting mastic at base flashing corners.

Photo #: 3

Recommendation: Monitor for potential leaks and repair as necessary until time of roof replacement.

Deficiency: Mud cracking at SBS base flashings.

Photo #: 6

Recommendation: Monitor at this time.

Perimeter Detail

No deficiencies noted in need of repair at this time.

Drainage

Deficiency: No bolts at condensate drain clamping ring.

Photo #: 5

Recommendation: Monitor for potential leaks and repair as necessary until time of roof replacement.

Deficiency: Splitting mastic at inside corner of scuppers.

Photo #: 8

Recommendation: Three-course with woven glass fabric embedded into and covered with flashing grade modified roof cement.

ProLogis
Roof Evaluation Survey

Industry Distribution Center #6
LAX01506 - 501 S. Cheryl Lane

Equipment/Skylights

Deficiency: Splitting mastic at base of antenna support sitting on roof with no protection material.

Photo #: 4

Recommendation: Monitor for potential leaks and repair as necessary until time of roof replacement.

Sheet Metal Flashings

No deficiencies noted in need of repair at this time.

Penetrations

No deficiencies noted in need of repair at this time.

Debris

Deficiency: Leaves, excess loose granules, and debris in drain sumps are restricting proper drainage.

Photo #: 7

Recommendation: Remove all leaves, excess loose granules, and debris as often as necessary to ensure proper drainage.

All repairs should be accomplished over a clean and properly prepared surface. Use only asbestos free materials. Due to the life expectancy of this roof, it is not necessary to cover all exposed roof cement repairs with a UV protective coating.

ProLogis
Roof Evaluation Survey

Industry Distribution Center #6
LAX01506 - 501 S. Cheryl Lane

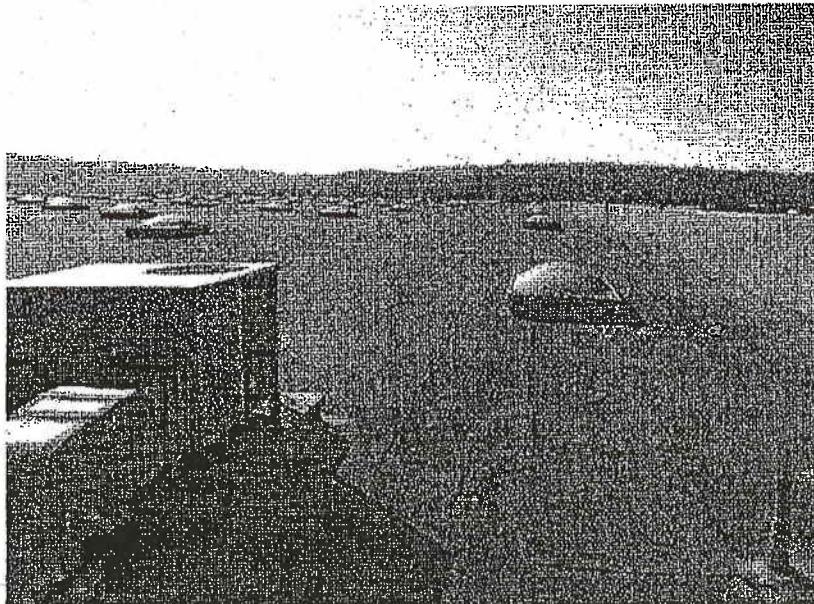


Photo #1 -- General overview of roof.

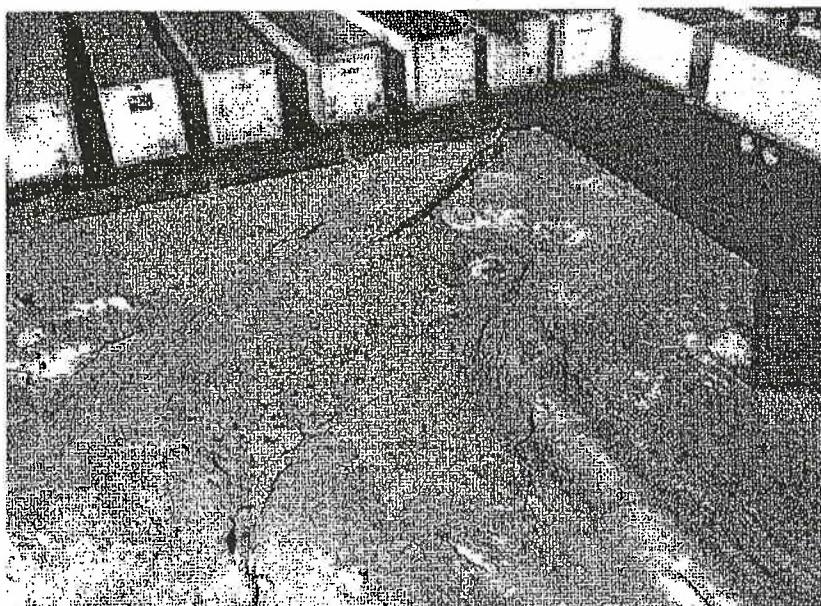


Photo #2 – Splitting mastic at top of wall corner.

ProLogis
Roof Evaluation Survey

Industry Distribution Center #6
LAX01506 – 501 S. Cheryl Lane

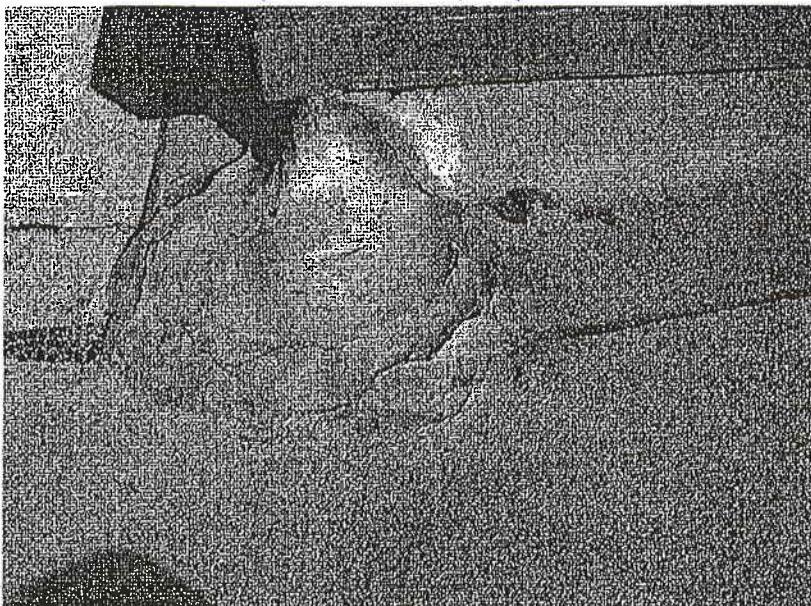


Photo #3 – Splitting mastic at base flashing corner.

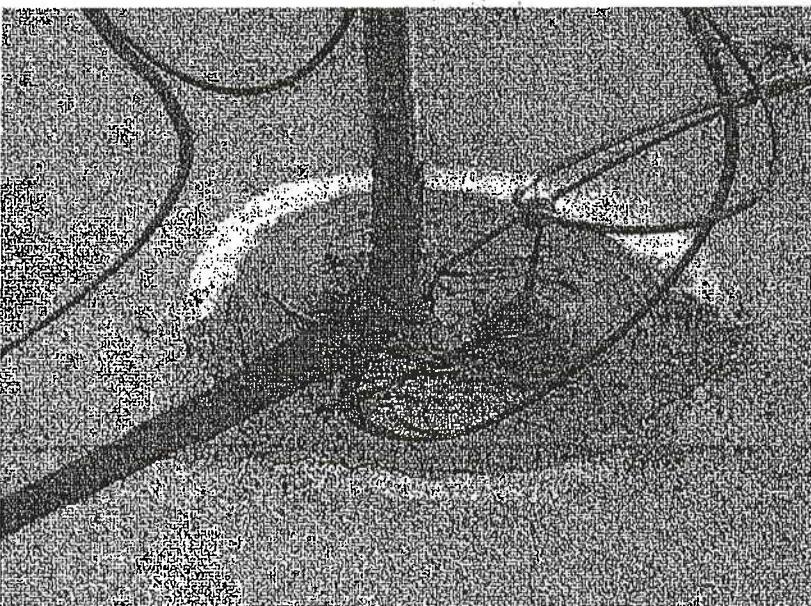


Photo #4 – Splitting mastic at antenna pole resting on roof with
no roof protection material.

ProLogis
Roof Evaluation Survey

Industry Distribution Center #6
LAX01506 - 501 S. Cheryl Lane

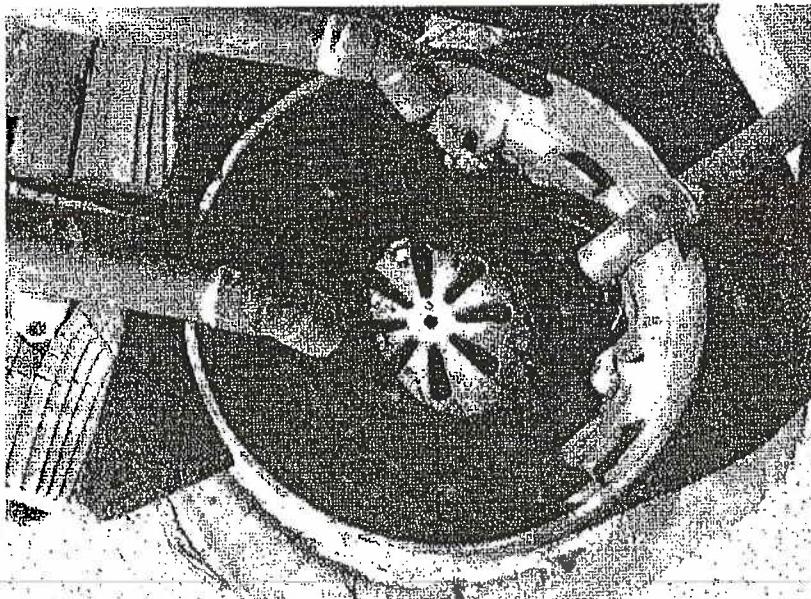


Photo #5 – Missing drain clamping ring bolts at condensate drain.



Photo #6 – Mud cracking at SBS base flashing.

ProLogis
Roof Evaluation Survey

Industry Distribution Center #6
LAX01506 - 501 S. Cheryl Lane

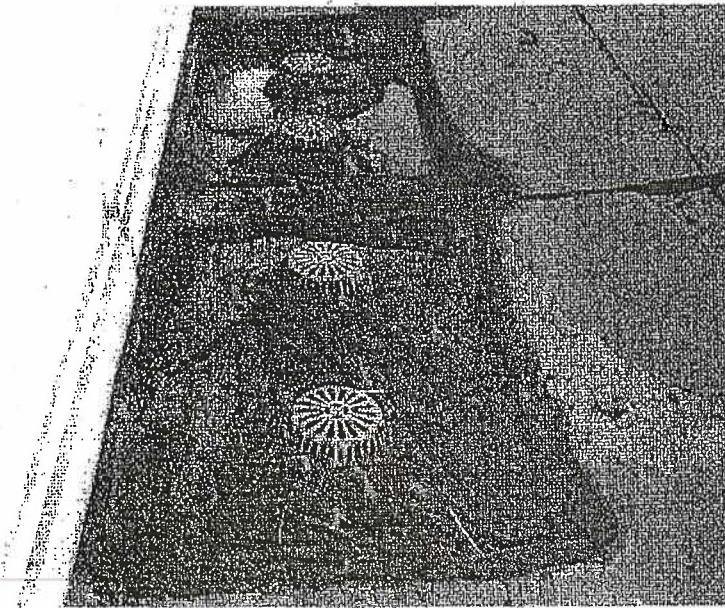


Photo #7 -- Leaves, excess loose granules, and debris in drain sums restricting proper drainage.

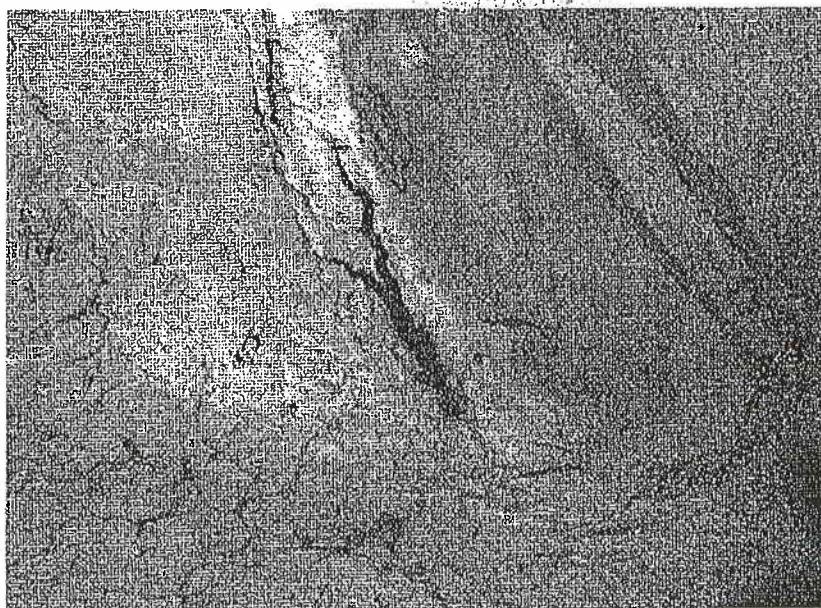
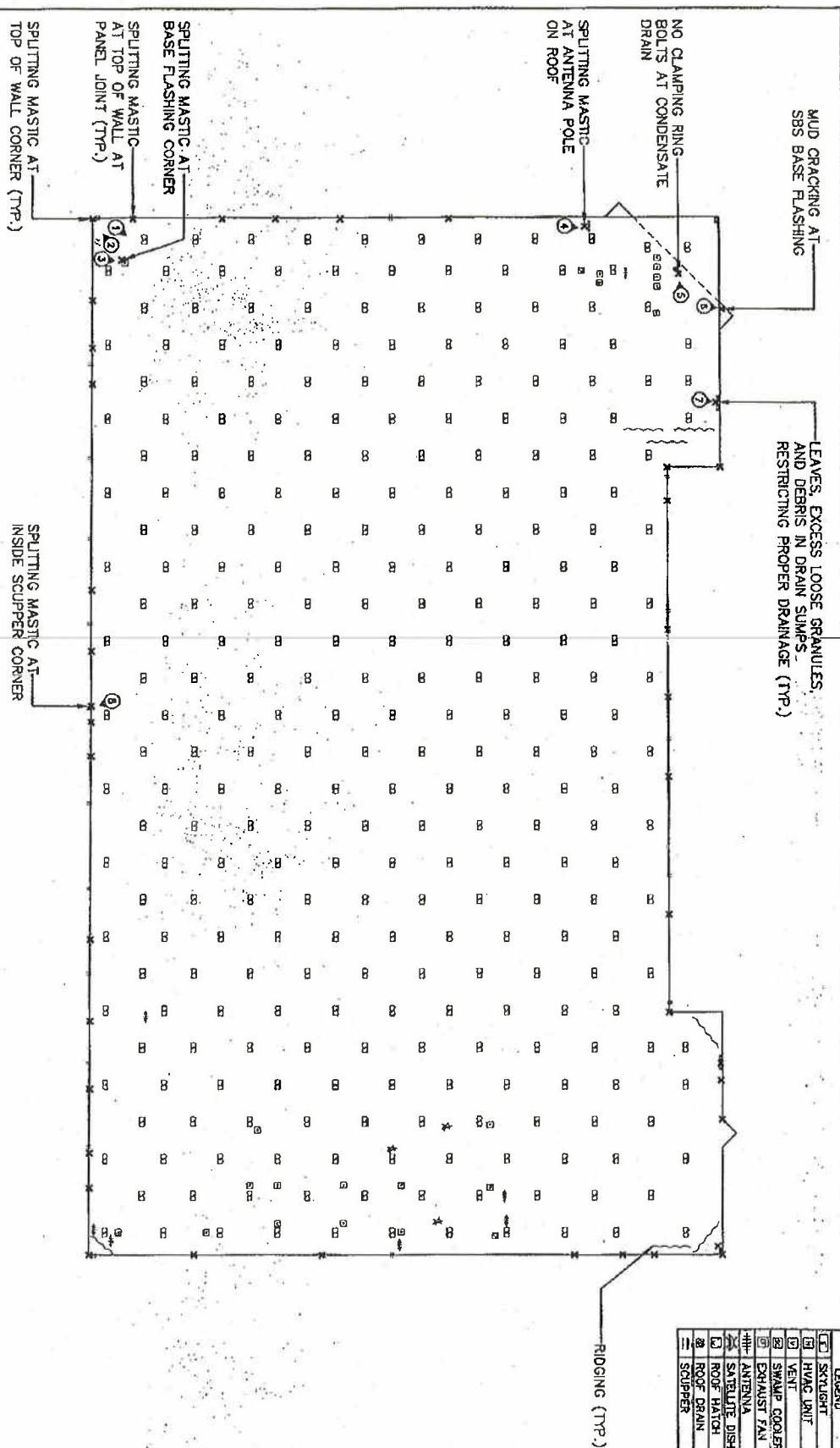


Photo #8 – Splitting mastic at inside scupper corner.



3303 HARBOUR BLVD.
SUITE #13
COSTA MESA, CALIFORNIA
PH. 714-565-7663

WEST COAST
ROOF CONSULTING

INDUSTRY DISTRIBUTION
CENTER #6
CITY OF INDUSTRY, CA

FILE NAME - RS501
AREA - 451,963 SQ. FT.
DATE - 02/19/08
BMRN BY - HM

- NOTES:
1. TYPICAL DEFICIENCIES ARE REFERENCED ON ROOF PLAN.
CONTRACTOR IS RESPONSIBLE FOR REPAIRING SIMILAR
DEFICIENCIES NOT REFERENCED.
2. ALL REPAIR MATERIALS SHALL BE ASBESTOS FREE.

ProLogis
Industry Distribution Center #6 - LAX01506
City of Industry, CA

501 S. Cheryl Lane 451,963 S.F.	Immediate Repairs	2009 Roof Replacement	2010 Repairs	2011 Repairs	2012 Repairs	Total
Roof Replacement - Costs are based on rosin sheet, base sheet, two plies and cap sheet	\$0.00	\$1,060,000.00	\$0.00	\$0.00	\$0.00	\$1,060,000.00
Title 24 Compliant Coating, if Required by City over Office	\$0.00	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00
Field & Base/Wall Flashings	\$1,000.00	\$0.00	\$0.00	\$150.00	\$200.00	\$1,350.00
Drains / Scuppers	\$250.00	\$0.00	\$0.00	\$0.00	\$150.00	\$400.00
Mechanical Equipment Flashings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Skylights / Roof Hatch	\$0.00	\$331,200.00	\$0.00	\$0.00	\$0.00	\$331,200.00
Sealant / Sheet Metal	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00	\$150.00
Pipes / T-tops / Pitch Pans	\$0.00	\$0.00	\$0.00	\$100.00	\$100.00	\$200.00
General Clean-Up	\$750.00	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00	\$3,750.00
10% Contingency during roof replacement for deteriorated deck, foil insulation reattachment, drain installation, cricket installation, etc.	\$0.00	\$106,000.00	\$0.00	\$0.00	\$0.00	\$106,000.00
Consulting Fee	\$0.00	\$58,200.00	\$1,050.00	\$1,050.00	\$1,050.00	\$61,350.00
Total	\$2,000.00	\$1,630,400.00	\$2,050.00	\$2,450.00	\$2,500.00	\$1,639,400.00
Tenant Improvements -	\$0.00					

EXHIBIT B
To
Summerer
Declaration

Actual Costs for Capital vs. Estimated amounts

Item	Phase Code	Description	Original Estimated Number	Actual Contract Amount	JTD Cost
1	92	Roof Replacement	\$ 1,630,400.00	\$ 1,007,884.00	\$ 1,007,884.00
2	93	Recurring Parking Lot	\$ 0	\$ 26,250.00	\$ 26,250.00
3	94	Recurring Exterior	\$ 68,000.00	\$ 47,487.00	\$ 47,487.00
4	96	Recurring Other - Gates Repair	\$ 0	\$ 4,990.00	\$ 4,990.00
			\$ 1,698,400.00	\$ 1,086,621.00	\$ 1,086,621.00

Actual Move Out Costs vs. Estimated amounts

Item	Description	Original Estimated Number	Actual Contract Amount	JTD Cost
Landscape per FS Landscape	Customer neglected landscape and was required to maintain. Cost is for initial clear-up of weeds, overgrown grass, hedges, tree trimming, etc.	\$ 9,905.00	\$ 9,420.00	\$ 9,420.00
Clean up of Interior office & Warehouse	Approx. Number - Clearing up of items left from Customer - including removal of furniture, data line, floor repair, trash, etc.	\$ 40,000.00	\$ 439,015.05	\$ 439,015.05
Door Repairs per Audit by AR	Does not include dock seal replacement and/or surface mount closers on the fire exits.	\$ 31,677.00	\$ 32,763.00	\$ 32,763.00
HVAC Repair per Audit by Ascentia (to replace)	North Side of Building ([Units 4, 6 & 7 are missing doors \$388 to install] 8 no Maintenance has been done - 18-19 yrs old (typical life is 20 years) in Poor Condition. NOTE: R-22 HCFC Refrigerant will be phased out after the year 2010.	\$ 46,800.00	\$ 47,454.00	\$ 47,454.00
Interior Lighting Repair per Audit by Service 1st		\$ 3,840.90	\$ -	\$ -
		\$ 132,222.90	\$ 528,652.05	\$ 528,652.05
Combined JT Totals =			\$ 1,615,273.05	

In process